rejections. This arrangement will prevent the CLEC agent from receiving prompt notification of the status of service orders and will preclude CLECs from making edits or corrections to orders to avoid order rejection while the customer is still "on-line." Thus, unlike Bell Atlantic representatives, CLECs will have to call the customer back to correct orders that Bell Atlantic's systems have rejected. The manual retyping required by Bell Atlantic's proposed arrangement also greatly increases the potential for error in the processing of CLEC orders. Further, it will not be apparent to a CLEC's customers that these problems are caused by Bell Atlantic, but they will instead be perceived to be the fault of the CLEC. The manual reprocessing of CLEC orders proposed by Bell Atlantic can thus be expected to seriously jeopardize the ability of CLECs to win and retain local customers. Finally, AT&T's inability to receive prompt order rejections will make it impossible for AT&T to engage in error elimination analysis during testing to determine whether the errors were caused by AT&T's own systems. This, in turn, will make it impossible for AT&T to correct any such systems problems.

34. Manual processing is particularly troublesome for market entry on the broad scale planned by AT&T, because experience shows that manual processes are incapable of handling large volumes of transactions in a consistent, accurate, and timely fashion, and are thus likely to preclude Bell Atlantic from delivering timely and efficient services. For example, when

manual processes had to be employed at divestiture due to order fallout, a nationwide backlog of order processing brought ordering to a standstill across the country.[17] Capacity should be evaluated by analogy to the long distance market, where currently more than 50 million customers nationwide change carriers each year. Similar turnover can be expected in local services markets when competition takes hold. In order to make local competition a reality, it is imperative that AT&T and other large-scale potential CLECs have confidence that Bell Atlantic will be able to handle large volumes of customer orders for changes in their local service provider. Here, however, Bell Atlantic has not committed to any minimum staffing levels to perform the required rekeying of CLEC orders.

35. Bell Atlantic does not dispute that fully electronic OSS interfaces requiring no manual intervention are technically feasible, as the FCC found. See First Report and Order, ¶ 520. Moreover, incumbent LECs, including Bell Atlantic, have provided such fully electronic machine-to-machine, system-to-system interfaces to interexchange carriers for many years in connection with interLATA access services.

36. Recognizing the inadequacy and obvious lack of parity presented by its proposed manual reprocessing of CLEC local service orders, Bell Atlantic has stated in other

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[17] See, e.g., Telecommunications Reports, pp. 4-6 (May 21, 1984); id., pp. 8-10 (March 19, 1984); id., p. 3 (March 12, 1984).

proceedings that it is "developing" a capability to input CLEC orders directly into its service order processing system on a "mechanized basis," but readily admits that it will be "several years" before all local service request types are mechanized.[18] However, Bell Atlantic has not disclosed any details about how this "mechanized" access will work.

37. As an alternative to waiting several years for mechanized access to Bell Atlantic's operations support systems through its proposed electronic gateway, Bell Atlantic has claimed here and in other states that it will provide "direct access to its service order processing systems to AT&T and any other CLEC that requests such access," thereby enabling CLECs to input service orders directly into Bell Atlantic's systems without using the proposed gateway and without the manual reprocessing of their service orders by Bell Atlantic.[19] This offer is completely disingenuous. AT&T requested such direct OSS access in November 1996. Bell Atlantic's initial response was to try to convince AT&T that it really did not want such direct OSS access. When pressed, Bell Atlantic informed AT&T that such direct access would be available only after the customer migrates

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[18] Albert Declaration, filed February 10, 1997, in In re: Implementation of the Telecommunications Act of 1996: Bell Atlantic-Pennsylvania's Entry Into In-Region InterLATA Services Under Section 271, Docket No. M-960840, ¶ 67 (emphasis added).

[19] See Bell Atlantic-Pennsylvania Reply Comments, Petition of Bell Atlantic - Pennsylvania, Inc. for Approval of a Statement of Generally Available Terms and Conditions, Docket No. P-00961137, filed February 5, 1997, p. 8.

to AT&T. Thus, AT&T would not have direct access to all of the pre-ordering and ordering functions associated with a customer migrating to AT&T but would only be able to utilize direct access for activities that occurred after the migration, such as processing as a customer's request to change a feature. Thus, as a practical matter, direct access would be unavailable to AT&T for well over 95 percent of its customers. Even in those limited circumstances in which Bell is willing to provide direct access, however, it has also informed AT&T that direct access is not currently available, that the development of the necessary hardware and software would be expected to take about a year, and that it would need to "mediate" any such direct CLEC access.

38. In addition to the proposed manual processing of all CLEC orders by Bell Atlantic, Bell Atlantic has insisted that all CLEC orders will be processed only in batches at 30-minute intervals. When contrasted to the real time processing which Bell Atlantic provides for its own service orders, this batch processing of CLEC orders is clearly not parity. Moreover, the delay in the processing of CLEC orders could affect the timeliness of the provisioning of CLEC orders, particularly if a provisioning day is closed out during the 30-minute interval by intervening Bell Atlantic orders.

39. Bell Atlantic has also stated that firm order confirmations will not be sent to CLECs until 24 hours after the order is sent to Bell Atlantic. By contrast, Bell Atlantic's own

customer service representatives receive notice that their orders have been accepted (or rejected) by Bell Atlantic's service order processing systems immediately. Thus, Bell Atlantic's representatives will be able to confirm orders with their customers during the initial contact, while CLEC representatives will have to call back the customer at least 24 hours later to provide order confirmation.

40. Bell Atlantic has further stated that it will be unable to provide a daily usage feed for CLEC customers in less than 72 hours. CLECs such as AT&T cannot provide timely and accurate bills without such daily usage feeds. As a result of this 72-hour delay, service for a new CLEC customer cannot be provisioned by Bell Atlantic in less than three days -- a limitation that does not apply to the provisioning of service for Bell Atlantic's own customers.

41. The many delays in the ordering and provisioning of CLEC orders under Bell Atlantic's proposals will not only prevent CLECs from completing provisioning in the same time frames as Bell Atlantic, but will also mean that CLECs will not know the status of orders that are in jeopardy. If the provisioning of an order is in jeopardy, the CLEC might not even know that there is a problem until it is too late to notify the customer and reschedule the installation.

42. Finally, Bell Atlantic's pre-ordering interface -- the Electronic Communications Gateway -- does not provide parity

because this gateway does not enable AT&T to move directly from Bell Atlantic's pre-ordering system to its ordering system, a capability that Bell Atlantic's own service representatives have today. This introduces the potential for further errors and delay because AT&T will have to input the information received from Bell Atlantic's pre-ordering interface into AT&T's systems. Moreover, this will have to be accomplished by means of a screen scraping technique, which is essentially a "cut and paste" process. Under this arrangement, every time that Bell Atlantic makes a change to its systems, AT&T will have to modify its scraping software. To date, Bell Atlantic has given AT&T nothing more than vague promises that it will at some undefined point move to the industry-wide suggested solution for pre-ordering, which would eliminate the need for screen scraping.

THE ADEQUACY OF CAPACITY TO MEET CLEC REQUIREMENTS

43. In addition to failing to show that it has actually deployed fully tested, operationally ready interfaces for all OSS functions and for all services and unbundled network elements, Bell Atlantic has failed to show that the OSS interfaces and other access procedures which it proposes will have adequate capacity to handle the volume of CLEC orders and other service requests that can reasonably be expected to occur as local markets become competitive. This is particularly important because multiple carriers will likely enter the local services

market. Bell Atlantic has provided no information about the capacity of its systems or the volumes of CLEC transactions it will be able to process through its systems.

44. Adequate load carrying capacity is an essential aspect of establishing the operational readiness of Bell Atlantic's proposed interfaces and related OSS access procedures. An interface or service order processing procedure that operates satisfactorily at low volumes but "chokes" the processing flow for CLEC service orders at actual market volumes will place Bell Atlantic's competitors and their customers at a severe disadvantage.

45. As discussed above, a particular concern in this regard is the 100 percent level of manual intervention which Bell Atlantic proposes to rely on to enter all CLEC local service orders. This process will be exceedingly tedious and time consuming, and as competition develops in local markets, the volume of orders from all CLECs can be expected to increase sharply.[20] As a result, Bell Atlantic's OSS access proposal poses a high risk of order backlogs and service delays for CLECs.

THE MEASUREMENT OF NONDISCRIMINATORY ACCESS TO OPERATIONS SUPPORT SYSTEMS

[20] Such problems were experienced by AT&T in Rochester, New York, as a result of Rochester Telephone's attempt to manually process CLEC local service orders. See First Report and Order, ¶ 508.

46. Even if the fully electronic OSS interfaces which Bell Atlantic proposes to develop and deploy in the future were in a state of operational readiness, that would not establish that Bell Atlantic was providing AT&T and other CLECs with nondiscriminatory access to its operations support systems. Bell Atlantic must show more than that it is providing the CLECs with access to its operations support systems; it must show that the access being provided is nondiscriminatory.

47. A large CLEC like AT&T has a large pre-existing customer base that is already being served through the use of advanced electronic operations support systems. In order to maintain its reputation in the market for providing quality service to all customers requesting service, AT&T must be prepared from the outset to serve large numbers of customers and to handle orders of all levels of complexity. AT&T's customers will not accept an inferior product. In order to be an effective competitor in the provision of local services and provide the quality of service that its customers have come to expect, AT&T must be able to obtain access to the information in Bell Atlantic's operations support systems with no less timeliness, accuracy, or ease of access than that experienced by Bell Atlantic's own personnel.

48. To establish that the access provided by Bell Atlantic is nondiscriminatory, the OSS access provided by Bell Atlantic will have to be monitored to determine whether Bell

Atlantic's proposed interfaces actually provide CLECs with access to its systems having an equivalent level of accuracy, reliability and timeliness as the access that Bell Atlantic provides to its own customer service representatives.

49. To establish that Bell Atlantic is providing nondiscriminatory access to its operations support systems, a series of performance measurements and reporting mechanisms for OSS access are needed. Such a measurement plan should embody four criteria: (1) the plan should support statistically valid comparisons of CLEC experience with the experience of Bell Atlantic's own local service operations; (2) the plan must monitor access to operations support systems for each interface as well as at the service level; (3) the plan should account for potential performance variations due to differences in service and activity mix; and (4) the plan must be implemented and producing results which demonstrate that nondiscriminatory access is in fact being delivered across a broad range of resold services and unbundled network elements. To date, however, Bell Atlantic has not agreed to any meaningful measurement plan for comparing the access to operations support systems that it will provide to CLECs with the access that Bell Atlantic provides to itself.

BELL ATLANTIC'S RECENTLY PROPOSED RECURRING CHARGES FOR CLEC ACCESS TO ITS OPERATIONS SUPPORT SYSTEMS

50. Recent pricing proposals by Bell Atlantic have raised the specter of a further and very serious barrier to CLEC access to Bell Atlantic's operations support systems.

51. AT&T initially received Bell Atlantic's resale pricing proposal in June of 1996. This proposal, upon which AT&T based its requests for arbitration throughout the Bell Atlantic region, did not include any per transaction OSS charges. Moreover, the parties had eight meetings to discuss pricing issues between the months of April through August 1996 when the parties began arbitrations in each of the states. At no time during those meetings did Bell Atlantic ever suggest even the possibility of any per transaction OSS charges. The parties then proceeded to litigate pricing as part of Bell Atlantic's arbitrations with AT&T. Again, nowhere in any of the arbitrations did Bell ever advocate a per transaction OSS charge.

52. Nonetheless, when Bell Atlantic filed its Statements of Generally Available Terms and Conditions (SGAT), certain additional per transaction OSS charges were referenced in the total services resale (TSR) section of the SGAT.[21] In Delaware, the first state to conduct an SGAT proceeding in the region, AT&T posed an interrogatory to Bell Atlantic to determine whether Bell Atlantic, in fact, intended to assess these per transaction OSS charges in the TSR environment, and Bell

[21] See, e.g., SGAT, § 12.3.

Atlantic's response confirmed that it did.[22] Specifically, Bell Atlantic now seeks to impose additional per transaction charges for (1) access to Bell Atlantic's pre-ordering systems; (2) access to its ordering systems; (3) access to its provisioning systems; (4) access to its maintenance and repair systems; and (5) access to its billing systems. Further, in the course of negotiations between AT&T and Bell Atlantic, AT&T recently received a pricing attachment for Virginia that makes clear that Bell Atlantic intends to impose these charges on AT&T in the both the TSR and UNE contexts.[23] Although AT&T has repeatedly requested pricing attachments for all the other states in the Bell Atlantic region, including New Jersey, it has not yet

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[22] See Brief of Bell Atlantic-Delaware, Inc., In the Matter of Application of Bell Atlantic-Delaware, Inc for Approval of its Statement of Terms and Conditions under Section 252(f) of the Telecommunications Act of 1996, Docket No, 96-324, filed March 7, 1997, pp. 100-01. Bell Atlantic further confirmed this position in West Virginia. See Initial Brief of Bell Atlantic-West Virginia, In the Matter of the Petition of Bell Atlantic-West Virginia, Inc. For Approval of its Statement of Terms and Conditions under Section 252(f) of the Telecommunications Act of 1996, Case Nos. 96-1516-T-PC, et al., filed March 17, 1996, p. 103.

[23] The per transaction OSS charges proposed by Bell Atlantic are improper in either the wholesale or UNE environment. AT&T arbitrated permanent unbundled element rates in its arbitration with Bell Atlantic. The first time these charges surfaced with respect to UNE orders was in the generic local competition docket after the arbitration had been concluded. Even if the OSS charges were appropriately applied to AT&T in the unbundled elements environment, as AT&T demonstrated in the generic proceeding, Bell's proposed rates are clearly excessive. See AT&T Initial Post Hearing Brief, Notice of Investigation Local Exchange Competition for Telecommunication Services, Docket No. TX95120631, filed February 25, 1997, pp. 123-24.

received them. Nevertheless, given Bell Atlantic's position in the other states, it is abundantly clear that the New Jersey attachment will also include these improper OSS charges.

53. Bell Atlantic is plainly not entitled to collect its proposed per transaction OSS charges. Bell Atlantic's proposed charges would result in double (if not triple) recovery of its OSS costs for several reasons. First, the recurring costs associated with ordering, provisioning, maintenance and repair and billing are already included in the rates and services that Bell Atlantic will provide for resale. AT&T will be paying a service order charge (at a discounted rate) when a customer switches from Bell Atlantic to AT&T. Hence, this service ordering charge is the vehicle through which Bell Atlantic will recover any pre-ordering and ordering OSS costs. Similarly, Bell Atlantic's costs of maintenance and repair and billing for wholesale services will be recovered through the tariffed recurring charges, which resellers will pay at the discounted rate.[24]

54. Second, in its negotiations with AT&T, Bell Atlantic argued that it would incur certain costs as a result of having to provide wholesale services for the first time. As a result of those negotiations, AT&T agreed that Bell Atlantic should be allowed to recover $66.2 million (on a region-wide

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[24] Likewise, Bell Atlantic's proposed "service order" charges for unbundled network elements should already include any OSS access costs.

bases) in its wholesale rates to offset (1) the costs of a "Co-Carrier Center" to "handle receipt and processing of reseller service orders, negotiations of service installations, confirmation of due dates, and provision of billing support information" and (2) the "costs associated with development of service order interface systems" including "modifications to existing billing and network operations support systems."[25] Accordingly, the percentage wholesale discount set by the Board for Bell Atlantic expressly takes into account these costs onsets. Thus, Bell Atlantic cannot show that its proposed per transaction OSS charges do not recover the OSS-related charges that it is already allowed to recover through its wholesale service rates.

55. Moreover, Bell Atlantic's prior pricing practices with respect to existing interfaces that will adapted for use in the local TSR and UNE environment demonstrates that Bell Atlantic is merely trying to "trump up" additional charges that it can foist on its competitors. For example, in response to discovery requests from the Board staff, Bell Atlantic touted the fact that is pre-ordering interface, the Electronic Communications Gateway, is the same interface that has been serving its "access service customers for over three years, generating in excess of 120,000

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[25] See Direct Testimony of Edwin F. Hall, Pennsylvania Pub. Util. Comm'n v. Bell Atlantic-Pennsylvania, Inc., Docket No. R-00963578, Exhibit A, at 20 (emphasis added).

inquiries per month via ECG to our OSS."[26] In the access world, Bell Atlantic does not assess any per query pre-ordering charges to access its ECG. In the local TSR (and UNE) environment, however, Bell Atlantic proposes to assess a per query charge for each item that a CLEC needs to access a pre-ordering function. Similarly, the Electronic Bonding interface proposed by Bell Atlantic for maintenance is currently being used by AT&T in the access environment. While Bell Atlantic proposes to assess a per transaction charge in the local TSR (and UNE) environment, it does not impose on AT&T any such charge when acting in its role as AT&T's access supplier.

56. Given that Bell Atlantic already has charges in place to recover its OSS costs and until now never attempted to separately charge AT&T for the use of its existing interfaces, its proposed per transaction OSS charges appear to be little more than a back door mechanism to lower its wholesale discount and disadvantage its competitors. Any per query OSS charge AT&T must pay will effectively lower its wholesale discount because these charges are in addition to Bell Atlantic's wholesale service rates. Indeed, AT&T's analysis of the new per transaction OSS charges indicates that the impact of those charges would be to effectively lower AT&T's discount to a level that is very close to the percentage discount originally proposed by Bell Atlantic

[26] Response to Board Staff Request No. 5-12.

but rejected by the Arbitrator selected by the Board.[27] As explained in greater detail in AT&T's submissions in the arbitration, such a low discount will make it impossible for AT&T to compete in the retail local exchange market.

57. Finally, the fact that these OSS access charges were not disclosed to AT&T until AT&T and Bell Atlantic were about to come to terms on a final interconnection agreement raises serious questions about whether Bell Atlantic has negotiated with AT&T in good faith as required by the 1996 Act. The Board should not reward Bell Atlantic for this misconduct by allowing imposition of these additional charges, not should it permit the double or triple recovery that Bell Atlantic seeks.

CUSTOMER SPECIFIC OFFERINGS

58. Bell Atlantic's conduct in the course of post-arbitration contract negotiations with AT&T also places Bell Atlantic's compliance with checklist item 14, which pertains to service resale, in serious doubt. The Arbitrator in the AT&T/Bell Atlantic-NJ arbitration required Bell Atlantic to

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[27] Indeed, AT&T's analysis is conservative because it assumes only one pre-ordering OSS charge per service order. AT&T, however, may incur multiple pre-order charges in connection with a single service order. For example, in connection with a typical service order, AT&T will need to make a number of inquiries to Bell Atlantic's pre-ordering system to access the street address guide, obtain telephone numbers, obtain feature availability and to establish due dates, among other items. It is AT&T's understanding that Bell Atlantic intends to charge AT&T separately for each such inquiry. A typical service order could therefore result in approximately 4-6 pre-ordering OSS charges.

furnish AT&T with summaries of customer specific offerings sufficient for AT&T to determine the basic terms of the contract.[28] As a part of the subsequent negotiations regarding the terms of an interconnection agreement, AT&T submitted contract language describing the summary information Bell Atlantic would furnish for customer specific offerings:

> "[Bell Atlantic shall provide AT&T] a summary of such offerings that includes all prices, price-affecting terms and conditions, and qualifying terms and conditions. The summary shall be sufficiently detailed to enable the Parties to calculate the rates for services with all applicable discounts. AT&T will not object to the redaction of customer specific identifying information from the summary. No terms or conditions excluded from the summary will be relied on by BA to deny AT&T's order for the offering."

59. To date, however, Bell Atlantic has refused to agree to provide this information for New Jersey. Bell Atlantic's reason for excluding New Jersey is unclear. Bell Atlantic and AT&T have agreed to this language with respect to every other state in which there is an arbitration decision, except for Maryland, where there is not a requirement that summaries be provided. Indeed, each of the specified items is critical to AT&T's ability to order customer specific offerings at a discount. AT&T and other CLECs must be able to review

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[28] In its brief, Bell Atlantic stated that it would provide summaries that included "pricing, the contract term, and so on." Bell Atlantic Post Hearing Arbitration Brief, p. 113. In his decision, the Arbitrator stated that he adopted Bell's proposed solution. Arbitrator's Ruling, p. 13.

enough of the terms in these customer specific offerings to be able to understand what service is provided through the contract and the amount of the discount provided. Without that information it will not be possible for AT&T to exercise its right to resell all of Bell Atlantic's services.[29] Thus, Bell Atlantic cannot claim to be meeting checklist item 14 in the face of its refusal to give AT&T this information.

CONCLUSION

For the foregoing reasons, the Board should find that Bell Atlantic is not in compliance with its obligation to provide nondiscriminatory access to its operations support systems, and should therefore not support Bell Atlantic's Section 271 application.

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[29] For example, the amount of information included in the summaries of customer specific pricing arrangements that Bell Atlantic-New Jersey is currently obligated to file with the Board would not enable AT&T to resell those arrangements. Such summaries specify only a range of discounts, and particularly in the last few months, those summaries have tended to provide a wide range of discounts of up to between 20 and 30 percentage points. AT&T, or any other reseller, cannot possibly resell such services if the discount is not more definitely specified.

I swear that the foregoing is true and correct to the best of my knowledge and belief.

Robert J. Kirchberger

Sworn and subscribed before me
on this 11th day of April, 1997

Notary Public

KAREN L. REILLY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug 6, 200[illegible]

Kirchberger -1-

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN RE: IMPLEMENTATION OF THE	:	
TELECOMMUNICATIONS ACT OF 1996;	:	
BELL ATLANTIC - PENNSYLVANIA'S	:	Docket No. M-960840
ENTRY INTO IN-REGION INTERLATA	:	
SERVICES UNDER SECTION 271	:	

DECLARATION OF ROBERT J. KIRCHBERGER
ON BEHALF OF
AT&T COMMUNICATIONS OF PENNSYLVANIA, INC.

1. My name is Robert J. Kirchberger. My business address is 131 Morristown Road, Basking Ridge, New Jersey. Currently, I am a director in AT&T's Law and Government Affairs organization for the Atlantic Region.

2. I have over 27 years experience in the telecommunications industry -- 10 years with New Jersey Bell and 17 years with AT&T. Over the years, I have held positions of increasing responsibility in a number of areas, including management of local repair service centers and local switching offices, development of technical and tariff support for pricing and marketing of both New Jersey Bell's and AT&T's services, and management of customized offerings. From 1995 to November, 1996, I had business management responsibility for the Atlantic Region local services organization. In that capacity, I served as the lead pricing negotiator for the AT&T-Bell Atlantic negotiations for a local interconnection agreement.

3. The purpose of my affidavit is to respond to the claims of Bell Atlantic regarding the progress it has made toward providing competitive local exchange carriers (CLECs) with nondiscriminatory access to its operations support systems (OSS) as required by

Section 251(c)(3) of the Telecommunications Act of 1996 (1996 Act). As demonstrated below, Bell Atlantic still has a long way to go before it will be able to provide CLECs with workable and nondiscriminatory access to its operations support systems. In the first place, the OSS interfaces being proposed by Bell Atlantic are not presently available; that is, they are not yet deployed or tested or otherwise in a state of operational readiness. Indeed, all that Bell Atlantic even claims in this proceeding with respect to OSS access is that it will provide such access at some undefined time in the future. In addition, the OSS access that Bell Atlantic proposes to provide initially to CLECs falls far short in several significant respects of providing CLECs with the parity of access required by the 1996 Act. Most significantly, Bell Atlantic's proposed ordering procedure is not mechanized. Rather, it requires Bell Atlantic employees to manually rekey all CLEC orders for input into its service order processing systems -- a procedure that amounts to nothing more than the equivalent of communication by facsimile, which the FCC has expressly found to be insufficient. Further, Bell Atlantic has offered no evidence that the OSS access it proposes to provide will have sufficient capacity to handle the volume of CLEC requests that can reasonably be expected to occur in a multi-carrier competitive local exchange market. Finally, Bell Atlantic has made no showing that the OSS access it proposes to provide to CLECs will be nondiscriminatory -- that is, equivalent to the access that Bell Atlantic provides to itself.

I. THE NEED FOR NONDISCRIMINATORY ACCESS TO OPERATIONS SUPPORT SYSTEMS

4. "Operations support systems" are the computer-based systems and databases that telecommunications carriers use to provide a number of essential customer and business support functions, including (1) pre-ordering (e.g., identifying the customer's existing

service and the availability of new services and features, address verification, the assignment of new telephone numbers, ascertaining the need for a site visit and the due date for service installation), (2) ordering, (3) provisioning, (4) maintenance and repair, and (5) billing for the sale or resale of telecommunications services. Operations support systems also include local account maintenance systems by which a carrier can update other information regarding its local customers, such as a change in the customer's long distance carrier.

5. The establishment of efficient electronic interfaces and procedures for the exchange of information between the operations support systems of Bell Atlantic and AT&T and other CLECs is absolutely essential for the development of competition in the provision of local services. AT&T and other CLECs entering local markets in Pennsylvania on a large scale will be highly dependent upon their ability efficiently to obtain local services and unbundled network elements from Bell Atlantic, which will depend in turn upon the efficient exchange of information between AT&T and Bell Atlantic relating to all the OSS functions described above. Without nondiscriminatory access to Bell Atlantic's operations support systems, large-scale, broad-based entry by CLECs into local markets in Pennsylvania will be delayed or foreclosed, and consumers will be denied the benefits of competition in local telephone services -- choice, new and innovative services, and lower prices.

6. The FCC has found that nondiscriminatory access to operations support systems of the incumbent LECs is "critical to the ability of other carriers to compete," stating that:

> "[I]f competing carriers are unable to perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing for network elements and resale services in substantially the same time and manner that an incumbent can for itself, competing

> carriers will be severely disadvantaged, if not precluded altogether, from fairly competing. Thus providing nondiscriminatory access to these support systems functions, which would include access to the information such systems contain, is vital to creating opportunities for meaningful competition."[1]

The FCC further found that "providing nondiscriminatory access to operations support systems functions is technically feasible," and it ordered that such nondiscriminatory access must be provided by January 1, 1997.[2]

7. The FCC subsequently denied petitions to defer this requirement of nondiscriminatory access to operations support systems.[3] Although the Commission stated it would not initiate enforcement actions against incumbent LECs "that are making good faith efforts to provide [nondiscriminatory OSS] access within a reasonable period of time," it reaffirmed that "access to OSS functions is a critical requirement"; that such access must be "at least equivalent" or "equal to" the access that the incumbent LEC provides to itself; and that "incumbent LECs that do not provide access to OSS functions, in accordance with the First Report and Order, are not in full compliance with Section 251."[4]

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1 First Report and Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 (released August 8, 1996) (First Report and Order), at ¶ 518.

2 Id. at ¶¶ 520, 523.

3 Second Order on Reconsideration, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 (released December 13, 1996).

4 Id. at ¶¶ 9-11.

II. THE REQUIREMENTS FOR NONDISCRIMINATORY ACCESS TO OPERATIONS SUPPORT SYSTEMS

8. In order to establish that it has fully implemented its obligation to provide CLECs with nondiscriminatory access to its operations support systems, Bell Atlantic must show: (1) that OSS interfaces are deployed, cover all OSS functions and are in a state of full operational readiness for both wholesale services and unbundled network elements, (2) that its proposed OSS interfaces, systems, procedures and personnel are adequate to handle the magnitude of the CLEC requests that can reasonably be anticipated to occur in a multi-carrier competitive market, and (3) that the OSS access being provided to CLECs is "nondiscriminatory" in that it is equivalent in terms of availability, accuracy and timeliness to the access that Bell Atlantic provides to itself. Bell Atlantic has met none of these requirements.

III. LACK OF OPERATIONAL READINESS

9. As Bell Atlantic has conceded in other jurisdictions, the development of operationally ready electronic interfaces between two operations support systems is a complex and difficult undertaking.[5] It requires not only the development of interfaces and the publication of interface specifications, but a showing that CLECs are actually able to use the interfaces to obtain the information and functionalities contained in Bell Atlantic's operations support systems and databases. Operational readiness can only be established, therefore, by evidence that CLECs have been able to process large volumes of transactions over the interface in an accurate, reliable and timely manner.

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[5] See Direct Testimony of Donald E. Albert, filed November 4, 1996, in Notice of Investigation. Local Exchange Competition for Telecommunications Services, N.J. Bd. Pub. Util. Docket No. TX95120631, p. 21 (stating that providing access to unbundled operations support systems "is a monumentally complex task").

10. Bell Atlantic does not even contend at this time that it has deployed operationally ready OSS interfaces for all OSS functions for its resale services and unbundled network elements. Rather, Bell Atlantic states only that it "will provide competing carriers access to its operations support systems" at some undefined time in the future. Albert Decl. ¶ 65 (emphasis added). Such vague promises of future access obviously do not satisfy Bell Atlantic's OSS access obligations.

11. With respect to its proposed ordering interface, Bell Atlantic states that only the "initial development" of an interface has been completed and that the interface "is now being tested" by Bell Atlantic. Moreover, Bell Atlantic states that the mechanization of processing local service requests (LSRs) will only be "implemented by order type (e.g. basic residential service), with the most common order types mechanized first" and that "it will probably be several years . . . before all LSR types are mechanized." Albert Decl. ¶ 67 (emphasis added). This admission is confirmed by Bell Atlantic's recent statements in Docket No. P-00961137. There, Bell Atlantic admitted that its implementation of mechanized access to its ordering systems "will proceed in two phases" and that "it may be several years" before Bell Atlantic will be capable of processing all CLEC orders on a mechanized basis.[6]

12. Similarly, with respect to its proposed billing interfaces, Bell Atlantic candidly concedes that its interfaces are not in a state of operational readiness. Instead, Bell Atlantic states that it is still "conducting an operational test to validate the production capabilities of the billing system." Albert Decl. ¶ 70.

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[6] Bell Atlantic - Pennsylvania, Inc. Reply Comments, Petition of Bell Atlantic - Pennsylvania, Inc. for Approval of a Statement of Generally Available Terms and Conditions, Docket No. P-00961137 (filed February 5, 1997), pp. 7-8.